

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

CIVIL ACTION NO.:

CUMMINGS PROPERTIES, LLC,

Plaintiff

VS.

ARCHER TELECOMMUNICATIONS
OF BOSTON, INC.,

Defendant

04 12211 NG

MAGISTRATE JUDGE BOC

COMPLAINT TO ENFORCE
JUDGMENT

RECEIPT #
AMOUNT \$ 50
SUMMONS ISSUED yes
LOCAL RULE 4.1
WAIVER FORM
MCF ISSUED
BY DPTY. CLK. FOM
DATE 10/21/04

The Plaintiff, Cummings Properties, LLC, by its attorneys COHN & DUSSI, LLC, as and
for its Complaint herein alleges as follows:

THE PARTIES

1. The Plaintiff, CUMMINGS PROPERTIES, LLC, (hereinafter the "Plaintiff"), is a limited liability company duly organized by law having a usual place of business in Woburn, Massachusetts.
2. The Defendant, ARCHER TELECOMMUNICATIONS OF BOSTON, INC., (hereinafter "Archer Telecommunications"), is a foreign corporation duly organized under the laws of the State of New York, with a principal place of business at 5020 Sunrise Highway, Massapequa, New York, and registered in Massachusetts with a usual place of business at 135 Mystic Avenue, Medford, Massachusetts.

JURISDICTION

3. This Court has jurisdiction over this claim under 28 U.S.C. Section 1332, based upon Diversity Jurisdiction.

COUNT I
(Enforcement of a Foreign Judgment)

4. On or about August 7, 2002, Gregory R. Buxton entered into and executed a Commercial Lease, (hereinafter the "Lease") with the Plaintiff. A copy of the Lease is attached hereto as Exhibit "A" and by this reference specifically incorporated herein.
5. The Defendant defaulted according to the terms of the Lease by his failure to make payment. The Plaintiff made demands for payment but the Defendant failed to make payment in full.
6. The Plaintiff filed suit and on May 7, 2004, recovered a judgment against Gregory R. Buxton in the Woburn District Court, Trial Court of Massachusetts for Eighty Four Thousand Three Hundred Sixty Five and 47/100 Dollars (\$84,365.47). A copy of the Writ of Execution on Money Judgment and for Possession of Premises from the Woburn District Court is attached hereto as Exhibit "B" and by this reference specifically incorporated herein.
7. On or about March 15, 2004, Defendant, Archer Telecommunications, entered into and executed an Indemnification Agreement, which was made effective as of August 20, 2002. A copy of the Indemnification Agreement is attached hereto as Exhibit "C" and by this reference specifically incorporated herein.
8. Pursuant to the Indemnification Agreement, Archer Telecommunications agreed to

“indemnify, defend and save harmless Mr. Gregory R. Buxton, his heirs and assigns, from any and all claims, demands, suit actions, proceedings, loss, costs and damages of every kind and description, including any attorney fees and/or litigation expenses, which may be brought or made against or incurred by Mr. Buxton on account of or related to the Lease.”

9. On or about October 15, 2004, Gregory R. Buxton, assigned all his rights, title and interest in the Indemnification Agreement to Cummings Properties, LLC. A copy of the Assignment is attached hereto as Exhibit “D” and by this reference specifically incorporated herein.
10. The Plaintiff is the owner and holder of the judgment, the said judgment remains in full force and effect, and such judgment is enforceable in the Courts of Massachusetts pursuant to the doctrine of Full Faith and Credit.
11. The Plaintiff has made demands for satisfaction of the judgment upon the Defendant and Indemnification Agreement but the Defendant has failed and refused to satisfy the judgment.
12. The Defendant owes the Plaintiff the sum of Eighty Four Thousand Three Hundred Sixty Five and 47/100 Dollars (\$84,365.47), plus interest, costs and attorney’s fees.

WHEREFORE, the Plaintiff, Cummings Properties, LLC, prays that Judgment enter as follows:


1. Enter judgment against the Defendant, Archer Telecommunications of Boston, Inc., and in favor of the Plaintiff, in the sum of Eighty Four Thousand Three Hundred Sixty Five and 47/100 Dollars (\$84,365.47) together with interest from the date of the Writ of

Execution.

2. Award the Plaintiff, Cummings Properties, LLC, its costs and disbursements for prosecuting this action, including reasonable attorney's fees, in connection with the Defendant; and
3. Granting the Plaintiff, Cummings Properties, LLC, such other and further relief as this Honorable Court may deem just and proper.

Respectfully submitted,
Cummings Properties, LLC,
By its attorneys,
COHN & DUSSI, LLC

Date: 10/15/04



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